

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

KEITH FORD, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

UHG I, LLC, UNITED HOLDINGS  
GROUP, LLC and HARRISLOFTUS,  
PLLC,

*Defendants.*

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CASE NO. 1:22-CV-00840-KLG

**DEFENDANTS UHG I, LLC AND UNITED HOLDINGS GROUP, LLC'S CONSENT  
ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendants UHG I, LLC ("UHG") and UNITED HOLDINGS GROUP, LLC ("UHGL") (collectively "Defendants"), by and through their undersigned counsel, and file their *Original Answer* as follows:

**COMPLAINT**

Defendants admit that Plaintiff files this action through his counsel. Defendants deny having any illegal debt collection practices. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Plaintiff's first paragraph of his COMPLAINT section.

Defendants admit that Plaintiff brings this action against Defendants. Defendants deny having any illegal debt collection practices. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Plaintiff's second paragraph of his COMPLAINT section.

1. Defendants admit that Defendants at times act as debt buyers or debt collectors. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 1; therefore, they deny the same.

2. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 2; therefore, they deny the same.

3. Defendants deny Paragraph 3.

4. Defendants deny Paragraph 4.

5. Defendants admit that they have been represented by HarrisLoftus. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 5; therefore, they deny the same.

#### **PARTIES**

6. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 6; therefore, they deny the same.

7. Defendants admit that UHGL is a Delaware company with an office at the listed address. UHGL denies that it has no agent in Maryland.

8. Defendants admit that UHG is a Delaware company with an office and agent at the respective addresses.

9. Defendants deny Paragraph 9.

10. Defendants admit that HarrisLoftus is a law firm. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 10; therefore, they deny the same.

### **JURISDICTION**

11. Defendants admit that at times they transact business in Maryland. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 11; therefore, they deny the same.

12. Defendants admit that at times they transact business in Anne Arundel County. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 12; therefore, they deny the same.

### **FACTS**

13. Defendants admit that at times they are in the business of collecting debt. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 13; therefore, they deny the same.

14. Defendants admit that at times they transact business in Maryland. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 14; therefore, they deny the same.

15. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 15; therefore, they deny the same.

16. Defendants admit that they have been involved in a suit with the CFPB. Defendants deny that any allegations related to such suit have any bearing on the case at bar.

17. Defendants admit that they have been involved in a suit with the CFPB. Defendants deny that any allegations related to such suit have any bearing on the case at bar.

18. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 18; therefore, they deny the same.

19. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 19; therefore, they deny the same.

20. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 20; therefore, they deny the same.

21. Defendants deny Paragraph 21.

22. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 22; therefore, they deny the same.

23. Defendants deny Paragraph 23.

24. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 24; therefore, they deny the same.

25. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 25; therefore, they deny the same.

26. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 26; therefore, they deny the same.

27. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 27; therefore, they deny the same.

28. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 28; therefore, they deny the same.

29. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 29; therefore, they deny the same.

30. Defendants deny Paragraph 30.

31. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 31; therefore, they deny the same.

32. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 32; therefore, they deny the same.

33. Defendants admit that they filed an action against Plaintiff.

34. Defendants admit Paragraph 34.

35. Defendants admit Paragraph 35.

36. Defendants admit that financial obligation related to Plaintiff's account is a LendingClub loan. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 36; therefore, they deny the same.

37. Defendants deny Paragraph 37 as an incomplete and/or inaccurate statement of law.

38. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 38; therefore, they deny the same.

39. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 39; therefore, they deny the same.

40. Defendants deny Paragraph 40.

41. Defendants deny Paragraph 41.

42. Defendants deny Paragraph 42.

43. Defendants deny Paragraph 43.

44. Defendants admit Paragraph 44.

45. Defendants deny Paragraph 45.

46. Defendants admit that a Certificate of Loan Sale was attached.

47. Defendants admit that they were entitled to file the action.

48. Defendants deny Paragraph 48.

49. Defendants deny Paragraph 49.

- 50. Defendants deny Paragraph 50.
- 51. Defendants deny that the filing of the previous action was illegal.
- 52. Defendants deny that the filing of the previous action was illegal.
- 53. Defendants admit they have multiple cases in Maryland in the past year.
- 54. [Intentionally left blank].

#### **CLASS ALLEGATIONS**

- 55. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 56. Defendants admit that Plaintiff brings this suit as a class action against Defendant HarrisLoftus. Defendants lack knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 56; therefore, they deny the same.
- 57. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 58. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 59. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 60. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 61. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.
- 62. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

63. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

64. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

65. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

66. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

67. Defendants admit that Plaintiff brings this suit as a class action. Defendants deny a class is appropriate in this case.

## **INDIVIDUAL CLAIMS AGAINST UHG**

### **COUNT I**

68. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

69. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 69; therefore, they deny the same.

70. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 70; therefore, they deny the same.

71. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 71; therefore, they deny the same.

72. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 72; therefore, they deny the same.

73. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 73; therefore, they deny the same.

74. Defendants deny Paragraph 74.

75. Defendants deny Paragraph 75.

76. Defendants deny Paragraph 76.

Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

## **COUNT II**

77. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

78. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 78; therefore, they deny the same.

79. Defendants deny Paragraph 79.

80. Defendants deny Paragraph 80.

Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

## **COUNT III**

81. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

82. Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

83. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 83; therefore, they deny the same.

84. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 84; therefore, they deny the same.

85. Defendants deny Paragraph 85 as an incomplete and/or inaccurate statement of law.

86. Defendants deny Paragraph 86 as an incomplete and/or inaccurate statement of law.

87. Defendants deny Paragraph 87 as an incomplete and/or inaccurate statement of law.
88. Defendants deny Paragraph 88 as an incomplete and/or inaccurate statement of law.
89. Defendants deny Paragraph 89 as an incomplete and/or inaccurate statement of law.
90. Defendants deny Paragraph 90 as an incomplete and/or inaccurate statement of law.
91. Defendants deny Paragraph 91 as an incomplete and/or inaccurate statement of law.
92. Defendants deny Paragraph 92.
93. Defendants deny Paragraph 93.
94. Defendants deny Paragraph 94 as an incomplete and/or inaccurate statement of law.
95. Defendants deny Paragraph 95.
96. Defendants deny that they “set loose” “poorly supervised collectors.”
97. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 97; therefore, they deny the same.
98. Defendants deny Paragraph 98.
99. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 99; therefore, they deny the same.
100. Defendants deny Paragraph 100.
101. Defendants deny Paragraph 101.

Defendants deny Plaintiff’s request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

## **CLAIMS FOR THE LAWSUIT CLASS AGAINST UHG**

### **COUNT IV**

102. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

103. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 103; therefore, they deny the same.

104. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 104; therefore, they deny the same.

105. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 105; therefore, they deny the same.

106. Defendants deny Paragraph 106.

107. Defendants deny Paragraph 107.

108. Defendants deny Paragraph 108.

109. Defendants deny Paragraph 109.

110. Defendants deny Paragraph 110.

Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

#### **COUNT V**

111. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

112. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 112; therefore, they deny the same.

113. Defendants deny Paragraph 113.

114. Defendants deny Paragraph 114.

115. Defendants deny Paragraph 115.

Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

**COUNT VI**

116. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

117. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 117; therefore, they deny the same.

118. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 118; therefore, they deny the same.

119. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 119; therefore, they deny the same.

120. Defendants deny Paragraph 120 as an incomplete and/or inaccurate statement of law.

121. Defendants deny Paragraph 121 as an incomplete and/or inaccurate statement of law.

122. Defendants deny Paragraph 122 as an incomplete and/or inaccurate statement of law.

123. Defendants deny Paragraph 123.

124. Defendants deny Paragraph 124.

125. Defendants deny Paragraph 125.

Defendants deny Plaintiff's request for relief and deny that Plaintiff is entitled to any relief or damages from Defendants.

**CLAIM FOR THE LETTER CLASS AGAINST HARRISLOFTUS**

**COUNT VII**

126. Defendants repeat and reallege the preceding paragraphs as though fully restated herein.

127. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 127; therefore, they deny the same.

128. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 128; therefore, they deny the same.

129. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 129; therefore, they deny the same.

130. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 130; therefore, they deny the same.

131. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 131; therefore, they deny the same.

132. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 132; therefore, they deny the same.

133. Defendants lack knowledge or information sufficient to form a belief about the truth of Paragraph 133; therefore, they deny the same.

#### **AFFIRMATIVE DEFENSES**

134. Plaintiff's damages, if any, are the result of the actions of third parties over whom UHGL and UHG has no control.

135. Plaintiff's damages, if any, were pre-existing damages not caused by UHGL or UHG.

136. Plaintiff has failed to mitigate damages, if any.

137. Plaintiff proximately caused his own damages, if any.

138. Any violation, if one occurred, was due to a bona fide error.

139. Plaintiff's claims are subject to a valid arbitration provision.

WHEREFORE, PREMISES CONSIDERED, Defendants UHG I, LLC and UNITED HOLDINGS GROUP, LLC respectfully pray that Plaintiff take nothing herein, that Defendants be dismissed with their costs, and all other and further relief, at law or in equity, to which Defendants may be justly entitled.

Dated: April 25, 2022.

Respectfully submitted,

**MALONE FROST MARTIN PLLC**

/s/Eugene Xerxes Martin, IV

EUGENE XERXES MARTIN, IV

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**COUNSEL FOR DEFENDANTS UHG I, LLC  
and UNITED HOLDINGS GROUP, LLC**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing document has been forwarded to the following party via ECF on this 25th day of April, 2022.

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/s/Eugene Xerxes Martin, IV

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